

## **ARTICLE 18**

### **LEAVES OF ABSENCE WITH PAY**

#### **Sick Leave**

- 18.1 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.
- 18.2 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full time shall accrue credit for sick leave with pay on a pro rata basis. Limited hourly employees accrue sick leave following each 160 hours of qualifying service to a maximum of twelve (12) accruals per year.
- 18.3 Sick leave may be accumulated without limitation. No additional sick leave with pay beyond that accumulated shall be provided.
- 18.4 An employee shall be responsible for reporting an absence to the appropriate administrator promptly, and preferably before the start of the shift.
- 18.5 An employee shall be responsible for promptly signing the "Absence and Additional Time Worked Report" (Form 634), or other campus designated form, and returning the absence form to the appropriate administrator.
- 18.6 An employee may be required to provide a physician's statement or other appropriate verification when absent five (5) or more consecutive days due to illness/injury. When the appropriate administrator has reasonable cause to believe that there has been an abuse of sick leave; verification may be requested more frequently. The administrator shall notify the employee of this requirement for future absences.
- 18.7 When an employee is eligible for sick leave, the appropriate administrator shall authorize sick leave for the following:
  - a. illness, injury, pregnancy, or child birth;
  - b. exposure to contagious disease;

- c. dental, eye, or other physical or medical examinations or treatments by a licensed practitioner;
  - d. illness or injury in the immediate family, and/or death of a significantly close relative as defined in the funeral leave provisions of this Article;
  - e. death of a person in the immediate family.
- 18.8 An employee, upon reasonable advance request, shall be granted up to forty (40) hours of accrued sick leave for bereavement. When one (1) or more deaths occur in a calendar year, up to forty (40) hours of accrued sick leave credits may be used for each death.
- 18.9 Sick leave for family care, as defined in 18.10, is primarily for emergency situations. Up to seven (7) days of accrued sick leave credit may be used for family care during any one (1) calendar year. The appropriate administrator may authorize the use of additional sick leave for family care upon request by an employee. Upon mutual agreement between the employee and appropriate administrator, an employee may use more than seven (7) days of sick leave for Family Care and Medical Leave as provided in Article 19.
- 18.10 “Immediate family” as used in this Article shall mean:
- The employee’s spouse or domestic partner;
  - The employee, spouse or domestic partner’s: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), aunt, uncle;
  - The employee’s son-in-law, daughter-in-law;
  - A person living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.
- 18.11 An employee may be required to undergo a medical examination as directed by the President to determine the employee's ability to perform his/her required duties. Any medical exams required of employees by the CSU shall be paid for by the CSU, provided that the physician is selected by the CSU. Time required to travel to and from the physician's office and time spent at the physician's office shall be considered time worked.
- 18.12 In the event an employee disagrees with the medical findings of the CSU-selected physician, the employee shall have the right to examination by a physician of his/her choice. The

employee shall be required to bear the cost of such examination and shall charge any absence due to such examination to accumulated sick leave credits. The CSU shall consider the medical report from the employee's physician.

- 18.13 Under no circumstances may the employee be granted sick leave for days during layoff periods or during a leave of absence without pay.
- 18.14 An employee who has exhausted his/her sick leave or disability leave may be granted unpaid sick leave or may use his/her vacation credits or compensatory time off (CTO). Use of unpaid sick leave, vacation credits, or CTO shall be by mutual agreement of the employee and the appropriate administrator.

#### Bereavement Leave

- 18.15 For each death of a significantly close relative or an immediate family member as defined in provision 18.10, upon request to the President, the employee shall be granted five (5) days leave with pay. Limited hourly employees are eligible for bereavement leave if they are scheduled to work at the time of the funeral and will be paid the number of hours they were scheduled to work.
- 18.16 A leave granted in accordance with provision 18.15 may be supplemented in accordance with the bereavement provision (18.8) of this Article.
- 18.17 The term "significantly close relative" as used above in 18.15 shall only mean a spouse/domestic partner and the employee's or his/her spouse's/domestic partner's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, or relative living in the immediate household of the employee.

#### Time Off to Vote

- 18.18 If an employee does not have sufficient time outside of his/her working hours to vote at any general, direct, primary, or presidential primary election, the employee may take a sufficient amount of working time to enable him/her to vote. Not more than two (2) hours of such time shall be provided to an employee without loss of pay. Time off for voting shall be provided only at the beginning or end of the employee's regular work shift, unless otherwise mutually agreed.

- 18.19 If an employee requires time off to vote, on the third working date before the day of the election, he/she shall give notice that he/she requires time off, in accordance with provision 18.18, to the appropriate administrator at least two (2) days before the election.

#### Absence as a Witness

- 18.20 Employees serving as court-subpoenaed witnesses or as expert witnesses in the interest of the CSU shall seek payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 18.21 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or CTO shall be used in such cases.
- 18.22 An employee who receives court fees in excess of regular earnings may retain the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for a period of absence.
- 18.23 A reasonable number of employees who are serving as witnesses at state administrative hearings to which the CSU is a party shall be provided with reasonable release time for appearance at the hearing. Such employees need not be subpoenaed and need not seek witness fees. Release time shall be provided only upon prior notification to the appropriate administrator. An employee who is notified that he/she is anticipated to be called as a witness shall immediately notify the appropriate administrator of the anticipated date(s) and/or time of absence.
- 18.24 An employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The employee shall be charged vacation or CTO,

and if no vacation time or CTO is available, the employee shall be docked for the period of absence.

### Jury Duty

- 18.25 An employee who serves on jury duty shall receive his/her regular salary for the time spent on jury duty if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation credit or CTO to cover the time off.
- 18.26 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.
- 18.27 An employee who is called for jury duty shall promptly notify the appropriate administrator and shall make efforts to arrange jury duty services at a time least disruptive to his/her work schedule. Time off for jury duty is to be considered time worked in-lieu of the employee's work day.
- 18.28 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.
- 18.29 The provisions of this Article shall also apply during the jury selection process.

### Military Leave

- 18.30 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees, in accordance with State and Federal laws.
- 18.31 Emergency Military Leave

Employees who are members of the National Guard are entitled to a leave of absence while engaged in the performance of ordered military or naval duty, including travel time, during any time that the governor has issued a proclamation of a state of emergency or during such time as the National Guard may be on appropriate active duty. Such leave of absence may not exceed the duration of the emergency.

#### 18.32 Temporary Military Leave

Employees who are members of the Reserve Corps of the Armed Forces of the United States or of the National Guard are entitled to a temporary military leave of absence for ordered active duty, provided that the period of duty does not exceed one hundred and eighty (180) calendar days, including travel time.

A temporary military leave of absence shall be approved for periods of inactive military duty, i.e., attendance at drills of an organized reserve unit.

#### 18.33 Indefinite Military Leave

Indefinite military leave may be granted under any of the following circumstances:

- a. when there is a condition of war or national emergency as proclaimed by the President or Congress of the United States;
- b. when U. S. Armed Forces are serving outside the United States or its territories at the request of the United Nations; or
- c. when there is a national conscription act in effect.

Employees who leave positions to join the U. S. Armed Forces or who, as members on active duty of any reserve force, are called upon and who then serve under the same conditions, have a right to return to their positions. The employee must have been honorably released, separated, or discharged, and must return within six (6) months following termination of active service.

Employees who fail to return to their positions within twelve (12) months after the first date upon which they could terminate, or could cause to have terminated, their active service forfeit their right to return.

#### 18.34 Eligibility for Pay and Benefits at Commencement of Military Leave

- a. Emergency Military Leave. An employee who is eligible for emergency military leave is, without regard to length of employment, entitled to receive normal salary or compensation for a period not to exceed thirty (30) calendar days and will not, as a result of the leave, suffer any loss or diminution of vacation or holiday privileges or be prejudiced with reference to promotion, continued employment, or re-employment. Employees are entitled to these benefits regardless of the number of proclamations of emergency that may be issued by the Governor and without regard to other military

leave benefits to which they may be entitled.

- b. **Temporary Military Leave.** An employee is entitled to receive salary or compensation for the first thirty (30) calendar days of a temporary military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change.

Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for an indefinite military leave.

- c. **Indefinite Military Leave.** An employee is entitled to receive salary or compensation for the first thirty (30) calendar days of an indefinite military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change.

Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for a temporary military leave.

#### 18.35 Reinstatement Following Military Leave

- a. **Reinstatement Following Emergency Military Leave.** An employee eligible for emergency military leave has an absolute right to return to the position held at the time the leave commenced. In determining other benefits to which the employee is entitled, time spent on emergency military leave shall be considered full-time (State) service regardless of whether or not the leave extends for more than thirty (30) calendar days.
- b. **Reinstatement Following Temporary Military Leave.** An employee granted a temporary military leave of absence has an absolute right to be restored to the position held at the time the leave was granted. Any employee whose position has ceased to exist during the employee's absence must be reinstated to a position of comparable seniority, status, and pay. If such a position does not exist, the employee shall have the same rights and privileges the employee would have had, had he/she not taken temporary military leave of absence.

An employee who has been in State service for a period of not less than one (1) year

immediately prior to the date upon which the temporary military leave of absence begins receives the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, employment, or re-employment that the employee would have enjoyed had he/she not been absent on leave, with the provision that any incompletely probationary period must be completed upon reinstatement. In determining the one (1) year of service in a State agency, all time spent in recognized military service shall be counted as State service. The employee receiving the above benefits is not entitled to receive credit for vacation, sick leave or holidays while in a nonpay status. Time spent on leave will count toward merit salary adjustment and vacation category change.

- c. **Reinstatement Following Indefinite Military Leave.** Following indefinite military leave of absence, employees have a right, if released, separated, or discharged under conditions other than dishonorable, to return to their positions within six (6) months following the end of the war or national emergency.

Employees also have a right to return to their positions during terminal leave from the armed forces. Upon such return to employment, employees have all the rights and privileges connected with, or arising out of, the employment that they would have enjoyed had they not been absent. Employees other than probationary employees who are restored to their positions may not be discharged from such positions without cause during one (1) year after such restoration. An incompletely probationary period must be completed upon reinstatement. An employee whose position has ceased to exist during the employee's absence must be reinstated in a position of comparable seniority, status, and pay if such a position exists, or to a comparable vacancy for which the employee is qualified.

Employees receiving the above benefits are not entitled to receive credit for vacation, sick leave, or holidays while in a nonpay status. Time spent on leave does, however, count toward a merit salary adjustment and vacation category change.

- d. **Reinstatement Following Resignation to Serve in Armed Forces.** Employees who resign employment to serve in the armed forces, either of the United States or the State of California, have a right to return to employment prior to the date at which their employment would have ended had they not resigned. They shall notify the President in writing of their intention to return, and this shall be done within six (6) months of the termination of active service with the armed forces.

Such right to return to a position shall not be granted employees who fail to return to their positions within twelve (12) months after the first date upon which they could have terminated, or cause to have terminated, their active service.

The foregoing paragraph does not apply to any employee to whom the right of reinstatement has been granted under any other circumstances.

18.36 Documentation Required in Connection with Military Leave

When requesting military leave, employees are required to furnish a copy of the orders to active duty, and in order to be eligible for pay as provided in this Agreement, employees are required to provide verification from their commanding officer or other competent military authority that the active duty was performed as indicated in the orders previously provided. A copy of such orders and certification, which will include dates of active duty, is retained in the employee's personnel file to substantiate any payments made under the provisions of this Agreement.

18.37 Physical Examinations

Sick leave shall be granted to an employee taking a physical examination for the purposes of entering military service. This kind of leave shall not be granted if the employee:

- a. does not actually enter the military service;
- b. is taking a physical examination for the purpose of selecting a branch of the military service; or
- c. is a reserve member of the military service and the physical examination is required to maintain reserve status.

In each of the three (3) cases above, the employee's absence may not be charged to sick leave, but may be charged to vacation or CTO.

Catastrophic Leave Donation Program

18.38 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, personal holiday, and CTO due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following provisions shall apply:

- a. An employee, his/her representative, or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus president. The president shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. Employees may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave, or Temporary Disability payments from the third-party administrator upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The president may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in

accordance with the definition contained in the sick leave provisions of the collective bargaining agreement covering the recipient employee.

- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee.

### Parental Leave

18.39 Parental Leave shall refer to a leave for the purpose of a parent preparing for the arrival of, or a parent or legal guardian caring for, a new child, up to his/her eighteenth (18th) birthday, to the employee's immediate family due to the birth, adoption, foster care assignment, or legal guardianship of the minor child with the employee.

An employee shall be entitled to a maximum of thirty (30) workdays Parental Leave (as defined above, and subject to the requirement of Article 19.14) per calendar year, with pay which shall commence within sixty (60) days of the arrival of a new child. Such leave shall be taken consecutively, unless mutually-agreed otherwise by the employee and the appropriate administrator. Parental Leave is normally taken in daily increments. Such leave shall be in addition to available sick leave and to available vacation under Article 14. Paid Parental Leave runs concurrently with any other related leaves for which the employee is eligible.

18.40 If there are changes to state or federal law during the term of this Agreement that require CSU to amend any of the provisions relating to leaves with pay covered by this Article then, pursuant to Article 5.3 of this Agreement, the CSU will provide notification of the changes that have reasonably foreseeable impacts on matters within the scope of representation to the union.